

JPA File No.: 2007-070I
AG Contract No.: P001-2007-001838
Project No.:
Project: Pilot Study - Elk Movements
Section: I-17 - Munds Park
TRACS No.: G986001X
Budget Source Item No.: 9861/9864

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
ARIZONA GAME AND FISH DEPARTMENT

THIS AGREEMENT is entered into this date September 25, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between agencies of the State of Arizona, to wit; the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its Transportation Planning Division (the "ADOT") and the Arizona Game and Fish Department ("Department") and the Department's Director ("Director"), who serves as administrative agent for the Arizona Game and Fish Commission (the "AGFD"). The ADOT and the AGFD are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the ADOT.

The AGFD is empowered by Arizona Revised Statutes § 17-231 (B) (7) to enter into this Agreement.

2. The ADOT and the AGFD desire to conduct a pilot study of "Elk Movements Associated with Interstate 17, Munds Park Area, Arizona," hereinafter referred to as the "Project." This Pilot Study will examine elk movements and distribution on roads with high traffic levels. The ADOT has agreed to contribute an in-lieu payment of \$5,000.00 to AGFD for the Project. The Parties hereto agree that the AGFD shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29259
Filed with the Secretary of State
Date Filed: 9-25-07

Janice K. Suarez
Secretary of State

By: Bricela Montano

II. SCOPE OF WORK

1. The ADOT shall:
 - a. Appoint a Project Manager to interface with AGFD relating to the Project.
 - b. Provide AGFD with information and data as may be reasonably available to assist in the Project work.
 - c. Upon receipt and approval of an invoice from AGFD, remit \$5,000.00 for the study of elk movements associated with the Project.
2. The AGFD shall:
 - a. Upon execution of this Agreement submit an "ADOT Progress Payment Report Form" (attached) to the State, in the amount of \$5,000.00 for the purchase of equipment, supplies, and personnel support services associated with the Project. An electronic form can be requested through Joint Project Administration, at the address provided under Section III.
 - b. Appoint a Project Coordinator at AGFD to interface with ADOT relating to the Project.
 - c. Provide ADOT with information and data as may be reasonable for documenting Project initiation, progress and completion.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signatures by the parties hereto, and filing with the Arizona Secretary of State, and shall remain in force and effect for the period of one (1) year from the effective date; provided, however, that this Agreement, may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party.
2. Any modification to this Agreement shall be valid only when done in writing, duly signed by the Parties and attached hereto.
3. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
6. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Arizona Game and Fish Department
Attn: Ray Schweinsburg
2221 W. Greenway Rd.
Phoenix, Arizona 85023
(602) 789-3251
(602) 789-3918 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. Other Agreements: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.


11. Compliance with Applicable Law: All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

12. Severability: In the event that any provision of this Agreement or portion thereof is held invalid illegal, or unenforceable, such provisions or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

13. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


ARIZONA GAME AND FISH DEPARTMENT

By 
DUANE SHROUFE
Director

STATE OF ARIZONA

Department of Transportation

By 
MICKIE FRANKLIN
Joint Project Administrator

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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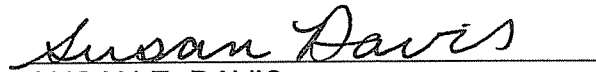
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007001838 (JPA 07-070-I), an Agreement between public agencies, i.e., The State of Arizona and Arizona Game and Fish Department, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 19, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:63464
Attachment